

**CONSUMER PRIVACY POLICY OF CIT ONLINE BANK FOR DELL PREFERRED ACCOUNT**

Thank you for utilizing the Dell Preferred Account offered through us, CIT Online Bank (CIT). One of our top priorities is to provide you, our customer, with outstanding products and services. In order to do this, we must collect, maintain and use certain personal and financial information about you and your activities with us. We recognize and respect your privacy concerns and expectations about how we use this information. We want you to know about our privacy policies and practices, and what we do to protect the information you share with us.

This Consumer Privacy Policy applies to your relationship with us. Please read this Consumer Privacy Policy carefully and keep it for your records.

**Collection and Use of Customer Information.** We collect, retain and utilize information about you to operate our business and to make products, services and other opportunities available to you. Much of the information we collect, such as account balances, credit information, and payment history, is of a non-public personal nature. We obtain this information (collectively, "Customer Information") about you from a variety of sources. These include:

- (1) Information we receive from you on applications and other forms. This may include information such as your address, phone number, social security number, employment, etc;
- (2) Information about your transactions with us, our affiliates or others. This may include information such as your account balances, payment history, etc;
- (3) Information we receive from a consumer-reporting agency. This may include information about your credit history and creditworthiness, etc.

Also, when you visit our Websites, we sometimes collect anonymous information to help us provide better customer service. For example, we keep track of the domains from which people visit and we also measure visitor activity on our Websites, but we do so in ways that keep the information anonymous. We may use this data to analyze trends/statistics.

**Disclosure of Information.** We will not sell your Customer Information to any outside organizations without your consent. Additionally, we will not disclose your Customer Information to any of our related companies or outside organizations other than as described in this Policy.

We may disclose Customer Information (described above) to (i) financial service providers and other financial institutions with which we may enter into joint marketing agreements from time to time, (2) to non-financial companies that are related to us, and (3) as otherwise permitted by law, under the following circumstances:

**To Marketing Service Providers and Joint Marketing Partners.** We may disclose all Customer Information described above (i) to companies that perform marketing services for us or for one or more other financial institutions with which we have joint marketing agreements, and (ii) to other financial institutions with which we have joint marketing agreements.

**Among our Affiliates.** We may share Customer Information pertaining to our relationship with you with companies that are related to us by common ownership or control. This may include identification information, account balances and payment history.

**With Other Third Parties.** In addition, in order to service your account, we may share Customer Information about you with other non-affiliated third parties that provide services, including but not limited to collections, invoicing and customer service, and as otherwise permitted by law.

**Protection of Information.** We maintain appropriate procedures to protect the security of your Customer Information. Our employees receive training and understand the importance of confidentiality and customer privacy. We restrict access to your Customer Information to those employees who have a reasonable business purpose. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your Customer Information. Even if you decide to close your account(s) or otherwise become an inactive customer, any Customer Information we have about you will remain subject to the privacy policy and practices described in this Consumer Privacy Policy.

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**IMPORTANT MESSAGE FOR NEW CUSTOMERS**

Following is the **DELL PREFERRED ACCOUNT CREDIT AGREEMENT** that governs the Dell Preferred Account you requested. Please read it carefully. If you reject the terms and conditions contained in the Agreement, you still have time to cancel your Account and avoid any finance charges and other credit costs.

If you wish to decline the terms and conditions contained in the Agreement, you must call 1-800-879-9500 within 24 hours of receipt of the Agreement. You will need to provide the phone representative with your Dell Preferred Account number, your Dell Computer Corporation (hereinafter "Dell") customer number and/or your order number(s). The phone representative will arrange with CIT Online Bank so that your Account will not become effective, and, if you made a purchase from Dell, either cancel your Dell order or arrange with you for another method of payment. If your order arrives after you have cancelled it, you must refuse shipment. If the shipment is left at your home without a signature, do not open the boxes. Call the Carrier and tell them that you are refusing shipment. The Carrier will arrange with you to pick up the shipment and return it to Dell.

If you received your Dell order before you received this document, you can still decline this offer of credit by calling 1-800-879-9500 as described above.

If you do not contact us, your acceptance of any products you purchased constitutes use of the credit offered and acceptance of the terms and conditions of the Agreement. Your acceptance of the Agreement will authorize Dell and/or its affiliates to request an advance of funds pursuant to the Agreement to pay for your purchase from Dell.

**DELL PREFERRED ACCOUNT CREDIT AGREEMENT**

Offered by CIT Online Bank and serviced by Dell Financial Services

**Notice:** This Credit Agreement contains an arbitration provision. Under this arbitration provision, you may be required to settle any dispute with CIT Online Bank, Dell Financial Services and others through arbitration and not through a court proceeding.

**Definitions:** In this Agreement, the words "you" and "your" mean the person who applied for this Dell Preferred Account. The words "we," "us," and "our" mean CIT Online Bank, who is the lender. "Account" means your Dell Preferred Account, which will be governed by this Agreement. Dell Financial Services will service your Account for CIT Online Bank.

**Use of Your Account.** Your use of the open-end credit offered pursuant to this Agreement, or its use by anyone you authorize, shall constitute acceptance of the terms of this Agreement and the Arbitration provision contained in this Agreement. Your use of the Account also acknowledges that you are of legal age to enter into a binding agreement with us.

**Billing Period:** A Billing Period is the interval between monthly billing statements. The Statement Closing Date is the last day of the billing period for that statement.

**Payment.** You promise to pay us for all purchases charged to your Account plus any Finance Charge and any other charges that may be assessed as provided in this Agreement. You promise to pay at least the Total Minimum Payment Due as shown on your billing statement each month by the Payment Due Date. We will advise you of your Payment Due Date each month on your billing statement. Your Payment Due Date is 25 days from the Statement Closing Date. Your Total Minimum Payment Due will include the Current Month Minimum Payment and all past due amounts. Your Current Month Minimum Payment is the greater of \$15.00 or 3% of the New Balance shown on your billing statement, rounded up to the next dollar. The Current Month Minimum Payment Due does not include any amount in an unexpired Promotional Credit Plan that does not require a monthly payment. Your Total Minimum Payment Due will include the Current Month Minimum Payment and all past due amounts. At any time we can require you to pay all amounts by which your balance exceeds your Credit Limit. You may pay all or any part of your balance at any time without penalty.

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**EXHIBIT**

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**When Periodic Finance Charge is Imposed.** The Finance Charge on purchases will begin with shipment of the product. However, you will not have to pay Finance Charges on a purchase if you pay the New Balance in full by the Payment Due Date as shown on the first billing statement on which your purchase appears. Finance Charges for the purchase will accrue from the date of shipment, but will not be reflected on the first billing statement on which your purchase appears. Accrued Finance Charges from the date of shipment will be shown on your next billing statement if you do not pay the New Balance shown on this first billing statement in full by the Payment Due Date. In addition, from time to time we may offer special promotions, such as some of those described below, which would let you repay certain purchases over a longer period of time and avoid Finance Charges.

**Periodic Finance Charge.** We figure the "Finance Charge" on your Account for any billing period by applying the Daily Periodic Rate to the Average Daily Balance of your Account (including current transactions) and multiplying the result by the number of days in the billing period. To determine your "Average Daily Balance", we calculate a new balance each day of the billing period for each separate credit plan that is part of your Account. For each credit plan we do the following: We take the previous balance each day, which includes any billed, but unpaid Finance Charges, Late Payment Fees and other fees, add any new purchases or charges, and subtract any payments or other credits. Then, we add up all the new balances for the billing period, and divide the total by the number of days in the billing period. This gives us the Average Daily Balance for each separate credit plan that is part of your Account. The Average Daily Balance computation results in the compounding of interest on your Account, and you agree that we may compound interest on your Account. The minimum **FINANCE CHARGE** imposed on any billing statement for which a periodic Finance Charge is imposed is \$1.00.

**Periodic Rates.** The Daily Periodic Rates and corresponding Annual Percentage Rates are variable rates and may change each month. The Standard Corresponding Annual Percentage Rate that initially applies to your Account is determined by adding a Margin to the Index, which is described below.

If you fail to make a required payment and do not make that required payment by your next Payment Due Date or if you exceed your Credit Limit, your Account may be placed into Default Rate status. When an Account is placed into Default Rate status, all Promotional Credit Plans will automatically expire, all accrued Finance Charges in these plans will be added to your Account, and a higher corresponding Annual Percentage Rate will be applied to all balances in your Account. This Default Corresponding Annual Percentage Rate will be determined by adding a Default Margin to the Index.

The Standard and Default Daily Periodic Rates are determined by dividing the Standard and the Default Corresponding Annual Percentage Rates by 1/365th (1/366th in a leap year).

The current corresponding Annual Percentage Rates, Daily Periodic Rates, Margins and any additional restrictions on how we determine Annual Percentage Rates appear on the Pricing Addendum that accompanies and is a part of this Agreement.

The Index is the Prime Rate as published in the "Money Rates" table of The Wall Street Journal on the last business day of each month (the "Change Date"). Any change in the Index will cause the corresponding Annual Percentage Rates to be adjusted as of the first day of your billing period that begins in the following month.

**Promotional Credit Plans.** In addition to purchases that accrue Finance Charges and require monthly payments as described previously in this Agreement, Promotional Credit Plans may be offered from time to time on specific purchases for qualified buyers. Purchases made under these Promotional Credit Plans may have different finance charge calculations and required minimum payments. A Promotional Credit Plan is strictly limited by its terms and the terms and conditions of the special promotion to which it relates. In addition, the benefits of a Promotional Credit Plan will expire and all accrued Finance Charges in these plans will be added to your Account if your Account is placed into Default Rate status. The special promotions that may be offered include:

- a) Same as Cash (SAC) Plan – If you pay the entire purchase price before the expiration date of the promotion, as indicated on your billing statement, no Finance Charges will be imposed on the purchase. In addition, balances in this plan will not be included in calculating the required Current Month Minimum Payment during the promotional period. If the entire purchase price is not paid before the expiration date, Finance Charges from the date of shipment will be added to your Account at the end of the promotion period. Because payments are generally applied to Same as Cash Plan purchases last, you will have to pay the entire New Balance to avoid additional Finance Charges. We may offer promotion periods of 60, 90, 120, or 180 days, or promotion periods of different lengths that we will announce from time to time.
- b) No Interest Credit Plan – If you pay the full purchase price before the expiration date of the promotion, as indicated on your billing statement, and pay the Minimum Payment Due each billing period when due, no Finance Charges will be imposed on the purchase. If such payments are not made, Finance Charges from the date of shipment will be added to your Account either when you fail to make a payment during the promotion period or at the end of the promotion period. Because payments are generally applied to No Interest Credit Plan purchases last, you will have to pay the entire New Balance to avoid additional Finance Charges. We may offer promotion periods of 60, 90, 120, or 180 days, or promotion periods of different lengths that we will announce from time to time.
- c) Deferred Payment Credit Plan – Balances in this plan will not be included in calculating the required Current Month Minimum Payment during the deferred payment period. You will not be required to make payments on your purchase (or your entire balance, depending on which promotion we offer), but Finance Charges will accrue during the deferred payment period in accordance with the terms of this Agreement. We will announce the length of the deferment period when we offer this promotion.
- d) Same as Cash/No Interest Credit Plan – During the promotion period, no Finance Charges will accrue on your purchase. In addition, balances in this plan will not be included in calculating the required Current Month Minimum Payment during the promotional period. We may offer promotion periods of 60, 90, 120, or 180 days, or promotion periods of different lengths that we will announce from time to time.
- (e) Promotional Rate Plans – We may offer Promotional Rate Plans with promotional periods of 60, 90, 120, or 180 days, or promotion periods of different lengths that we will announce from time to time for a specified number of days.

**Credit Limit.** Your "Credit Limit" on your Account will be shown on your billing statement. You, not we, are responsible for preventing the balance on your Account from exceeding the Credit Limit. You agree not to make any purchases that would make the unpaid balance on your Account exceed your Credit Limit. If you exceed your Credit Limit, we may require you to immediately pay the excess, plus Finance Charges and an Overlimit Fee, as described below. You also agree that we may increase or lower your Credit Limit at any time. If your balance exceeds your Credit Limit, your Annual Percentage Rate may also increase.

**Charges.** The following fees, when imposed, will be added to your balance. The following amounts are our current fee charges. We reserve the right to change the fee schedule from time to time and, if we do so, we will give you any notice required by law. You may call Customer Service for a current fee schedule.

- If you fail to pay us the Total Minimum Payment Due in full by the Payment Due Date on your billing statement, you agree to pay a Late Payment Fee of \$29.00.
- An Overlimit Fee in the amount of \$25.00 will be imposed for any billing period in which your balance (which includes Finance Charges and any fees) exceeds the Credit Limit on your Account.
- A Not Sufficient Funds Fee in the amount of \$25.00 will be imposed if your bank returns your check or payment instrument to us unpaid, or will not honor your direct debit, or we cannot process such payment, for any reason. You will incur this Not Sufficient Funds Fee even if your payment is later honored by your bank upon subsequent presentation.

- Miscellaneous Fees may be imposed, including a charge for copies of billing statements that we are not required by law to furnish you without charge. The rates are: research time \$15.00 per hour and billing statements \$4.00 per copy.
- A Phone Pay Fee in the amount of \$10.00 may be imposed for processing a debit from your checking account over the telephone. This fee is considered a **FINANCE CHARGE**.

**Statements.** We will send you a billing statement for each monthly billing period as required by law. You agree to notify us if you do not receive any particular billing statement.

**Form of Payment.** All payments must be in U.S. Dollars, and be made by check, money order, electronic funds transfer or such other means as we may expressly permit. Do not send cash. Any payment made using a check or draft may not be processed or applied to your Account if it is postdated; incomplete (such as when a signature is missing); the numeric amount is different than the written amount; or it is not made payable in accordance with the instructions on your billing statement. All credits for payments on your Account are subject to final payment by the institution on which the item of payment was drawn.

Generally, we will not accept any payment that is not drawn either on a financial institution located in the U.S. or the U.S. Post Office. If we do, we may charge you any bank collection fees we incur. We can accept late or partial payments, and payments that are marked with restrictive endorsements such as "payment in full," without losing any of our rights.

**Application of Payments.** In our sole discretion, we will decide how to apply the payments on your Account. Although we apply payments as of the date we receive them if they are paid in accordance with this Agreement and the instructions on the billing statement, your available Credit Limit may not reflect credit for your payment for up to ten days after we receive your payment. In some circumstances, restoring your total available credit may be further delayed.

**Default.** Your Account will be in default if: (1) you exceed the Credit Limit in effect on your Account; (2) you fail to pay when due any amount owed under this Agreement; (3) you fail to pay any of your debts to other creditors as they become due; or (4) you made any misrepresentations to us in applying for credit. If you are in default we may require you to pay the total outstanding balance on your Account immediately. We do not have to notify you or demand payment in order to take this action. As described below under Account Cancellation, we can cancel or suspend your right to charge additional purchases to your Account at any time.

**Collection Costs and Attorney Fees.** As permitted by law, you agree to pay all reasonable attorney fees, court costs and other collection costs actually incurred by us in the collection of any amounts you owe us under this Agreement or which are incurred by us in the event of your bankruptcy or insolvency.

**Account Cancellation.** You may cancel your Account at any time by notifying us in writing. We may at any time and for any reason, without prior notice, refuse to authorize any purchase on your Account, or suspend your Account and your right to use your Account. In addition, we may at any time and for any reason, without prior notice, cancel your Account. Upon cancellation, we may require you to pay the full outstanding balance of your Account. No cancellation or suspension of your Account will affect your obligation to pay any amount you owe us under this Agreement. You agree that you will not try to make a purchase after you have been notified that your Account has been cancelled.

**Final Agreement.** This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement.

**Amendments to This Agreement.** We may change or terminate the terms in this Agreement or the services or features of your Account (including increasing your Finance Charges) at any time. We may also add new terms to this Agreement or services and features to your Account. Any change in terms or any new terms may apply to any outstanding balance as well as on subsequent

transactions and balances. To the extent required by law, we will notify you in advance of any changes in terms or any new terms by mailing a notice to you at your address as shown on our records.

**Assignment of Account.** We may sell or transfer your Account or any amounts owed on your Account to another person at any time without prior notice to you. If we assign your Account, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned. You shall not have any right to transfer your Account or assign this Agreement to anyone.

**Telephone Monitoring.** Your telephone communications with us may be monitored and recorded, in accordance with applicable law, to improve customer service and security.

**Change of Address.** If you move or change your billing address or e-mail address, you agree to notify us of your new address in writing or online at [www.dellfinancialservices.com](http://www.dellfinancialservices.com).

**Authorized Users.** You may authorize the use of your Account by another person. You will be liable for all use by such a person, and you agree to pay all amounts incurred by the use of your Account that are made by you or anyone whom you authorized to use your Account.

**Liability for Unauthorized Use.** You may be liable for the unauthorized use of your Account. You agree to notify us immediately upon learning of the possible unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify us verbally or in writing. You shall notify us of unauthorized use of your Account, in writing, at:

Dell Preferred Account  
Attn: Security Department  
3500 A Wadley Place  
Austin, Texas 72726

Unauthorized use does not include use by a person to whom you have given authority to use the Account.

**Credit Investigation and Reporting.** You agree that we may investigate your credit in connection with the initial extension, review, or collection of your Account. You agree that we may examine employment and income records and verify your credit references and also may report to credit reporting agencies, merchants, and other creditors the status and payment history of your Account.

**Delay in Taking Action.** We will not lose any of our rights under this Agreement if we delay taking action for any reason. To the extent allowed by law, we may take other action not described in this Agreement, and by doing so will not lose our rights under this Agreement.

**Severability.** If any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

**Applicable Law.** The laws of the United States of America, including the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (the "FAA"), and the laws of the State of Utah apply to and govern this Agreement and your use of your Account.

**Limitation on Product Claims.** You agree that with respect to any purchase financed by the use of this Account: (1) you will select each product you purchase; (2) we are only financing the purchases at your request; (3) we do not directly or indirectly offer, sell, select, or provide any products you purchase; and (4) we are not a seller, supplier, merchant, or warrantor. Consequently, except as otherwise provided in the Notice below as required by 16 CFR 433.2, you agree that claims relating to your purchases, including any defect or warranty related to the purchases, are not our responsibility.

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**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

Arbitration. Any claim, dispute or controversy (whether based upon contract, tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third party claims, arising from or relating to this Agreement or the relationships which result from this Agreement, including the validity or enforceability of this arbitration clause, any part thereof or the entire Agreement ("Claim") shall be resolved, upon the election of either you or us, by binding arbitration pursuant to this arbitration provision and the applicable rules or procedures of the arbitration administrator selected at the time the Claim is filed. The party initially requesting that a Claim be settled by arbitration shall have the right to select one of the following three arbitration administrators: the National Arbitration Forum ("NAF"), the American Arbitration Association ("AAA") or JAMS.

For the purposes of this arbitration provision, "us" shall refer to CIT Online Bank, the servicer for the Account, which is currently Dell Financial Services, LP, and any assignee or purchaser of the Account or any receivables arising from your use of the Account.

Any arbitration pursuant to this provision may be resolved without a hearing, if permitted by the rules of the arbitration administrator. If a hearing is held, it shall take place within the federal judicial district in which you live or at such other location as agreed by the parties. The party initiating arbitration must pay the filing fee. If you initiate arbitration, you may seek a waiver of the filing fee and any other charges of the arbitration administrator under the applicable rules of the arbitration administrator. If you seek, but do not qualify for such a waiver, upon written request we will advance 50% of the filing fee and any other charges of the arbitration administrator. Each party shall be responsible for payment of their own attorney fees, witness fees and similar expenses. However, where authorized by applicable law, the arbitrator's award may include attorney fees and the full cost of arbitration.

The arbitrator shall apply applicable substantive law consistent with the FAA and provide written reasoned findings of fact and conclusions of law. Judgment upon the award may be entered in any court having jurisdiction. The non-prevailing party may appeal under the rules of the applicable arbitration administrator to a three-arbitrator panel. The party making the appeal shall pay all costs of the arbitration administrator related to the appeal.

This arbitration provision shall survive termination of your Account as well as the repayment of all amounts you owe under the Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this arbitration provision. In the event of a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, this arbitration provision shall govern. No class actions, nor the joinder or consolidation of any Claim with the claim of any other person, is permitted under this arbitration provision without the written consent of you and us.

**YOU ACKNOWLEDGE THAT IF A CLAIM ARISES YOU MAY BE REQUIRED TO SETTLE THE CLAIM THROUGH ARBITRATION AND ARE GIVING UP YOUR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

You may contact the arbitra AAA, or JAMS as follows:

National Arbitration Forum  
P.O. Box 50191  
Minneapolis, MN 55405  
(800) 474-2371  
[www.naf-forum.org](http://www.naf-forum.org)

JAMS  
45 Broadway  
New York, NY 10005  
(500) 362-5267  
[www.jamsadr.com](http://www.jamsadr.com)

American Arbitration Association  
335 Madison Avenue, 10th Floor  
New York, NY 10017  
[www.adr.org](http://www.adr.org)

**STATE SPECIFIC DISCLOSURES**

As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**Notice For California Residents:** California law requires that we inform customers that should they fail to fulfill the terms of their credit obligation, a negative report reflecting on their credit record may be submitted to a credit reporting agency. If you are married, you may apply for a separate account in your own name.

**Notice For Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

**Notice For Married Wisconsin Residents:** No provision of a marital property agreement, a unilateral statement under Sec. 766.59 Wis. Stats., or a court decree under Sec. 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

**YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us in Case of Errors or Questions About Your Bill.** If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Dell Preferred Account, Attn: Billing Inquiry Department, 3500 A Wadley Place, Austin, Texas 78728. Write to us as soon as possible. We must receive your written inquiry no later than 60 days after we have sent you the first bill on which the error or problem has appeared. You can telephone us but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error; if you need more information, describe the item you are not sure about.

**Your Rights And Our Responsibilities After We Receive Your Written Notice.** We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a billing statement showing the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill, and we must tell you the name of anyone we reported you to. When the dispute is finally settled, we will tell anyone we report you to that the dispute has been resolved.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.